

# City of Temecula

## Corporate Sponsorship Program



## **Introduction**

The City of Temecula's Corporate Sponsorship Program (CSP) provides a framework for businesses to support the community through sponsoring City events, facilities, and programs while providing valuable benefits to the sponsor.

## **Purpose**

The CSP enables the City to partner with businesses to support, enhance, and expand Community Services programming, facilities, and events.

## **Policy**

The City welcomes CSP inquiries from businesses that align with the City's overall values and goals. It is the policy of the City of Temecula that

- Corporate sponsorships advance the Seven Core Values identified in the City of Temecula's [Quality of Life Master Plan](#)
- Corporate sponsorship agreements (and agreements where City contractors solicit corporate sponsorships) conform to this policy
- Corporate sponsorships do not result in any loss of City administrative rights, jurisdiction or authority
- The City will acknowledge sponsors as defined in the Temecula Community Services Sponsorship Guide

This policy applies to all relationships between the City and businesses, organizations, and individuals that contribute either financially or in-kind to City sponsored events, programs, community projects, or services in return for recognition, public acknowledgement, or other promotional consideration. This policy does not apply to gifts, grants or unsolicited donations in which no benefits are granted to the corporation.

## **Definitions:**

- *Advertising* - Advertising is signage or marketing materials created by the corporate entity (usually placed in designated areas) to promote a product or service;
- *Corporate* – Any individual, group, for-profit, or not-for-profit entity interested in sponsoring the City (either in-kind or direct funding);
- *Corporate Sponsorship* - Corporate Sponsorship is defined as local government collaborating with businesses (corporate) to support services offered by the local government to the community (while simultaneously achieving each sponsor's business goals).
- *Gift/Grant/Unsolicited Donation* - A gift, grant, or unsolicited donation is freely given goods, cash, or real property to the City, with no expectation of a return. These may be designated for a specific purpose or may be general in nature. Recognition, if any, is determined by the City;

- *Quality of Life Master Plan Core Values:*
  - Healthy and Livable Community
  - Economic Prosperity
  - A Safe and Prepared Community
  - Transportation Mobility and Connectivity
  - A Sustainable City
  - Accountable and Responsible City Government
  - Equity

## **Criteria**

Sponsorship Consideration: Sponsorship of funds or in-kind services (e.g. contributions of volunteers, equipment, services, booth participation, bottled water, promotional items, etc.) will be considered for City sponsored events, special events (including live performances, concerts, and programs), programs, community projects, or services which advance the Seven Core Values identified in the City's Quality of Life Master Plan (QLMP). The City Council declares that Corporate Sponsorships are not intended to serve as a public forum for free expression of ideas and comments by the public, but rather as an expression of the City's official sentiments and promotion of the values as expressed in the QLMP and the promotion of City-sponsored events (government speech).

## Restrictions on Sponsorship

In general, the following are not eligible for corporate sponsorship with the City of Temecula:

1. Religious and political organizations;
2. Parties who are currently involved in a lawsuit adverse to the City, a dispute with the City, or are the subject of a code enforcement action;
3. Parties involved in any stage of negotiations for a City contract unless contract is directly linked to a corporate sponsorship opportunity;
4. Parties that engage in uses or activities prohibited by the Municipal Code or State or Federal law.
5. Businesses that create a conflict of interest for the City.

## **CSP Levels of Support**

In appreciation of sponsorship support, the City will provide sponsors with suitable acknowledgement of their contributions as defined in the Temecula Community Services Sponsorship Guide.

## **Procedure**

### Initiation

Sponsorships are arranged primarily through two processes:

1. Self-initiated by the potential sponsor via the completion of a *Corporate Sponsorship Interest Form (available on the City's website)* and adherence to the terms and conditions outlined in the *Corporate Sponsorship Agreement (See Attachment A Sample)*.
2. City-initiated via the distribution of the *Sponsorship Guidelines* and adherence to the terms and conditions outlined in the *Corporate Sponsorship Agreement (See Attachment A Sample)*.

#### Corporate Sponsorship Approval Process

- Corporate Sponsorship solicitations and submissions shall be administered by Community Services and distributed to appropriate department, if applicable.
- The Community Services Department shall provide technical support and oversight to the Corporate Sponsorship Program.
- The City Manager (or designee) may accept or reject any proposals submitted by corporate sponsors in his or her sole discretion.
- The City Manager (or designee) is authorized to enter into Corporate Sponsorship Agreements in any dollar amount as provided by Council Resolution.
- At the end of each fiscal year, the City Manager (or designee) shall disclose to City Council all corporate sponsorship agreements, including the name of the corporate sponsorship opportunity, the name of the corporate sponsor, and the amount of the corporate sponsorship.

**Attachment A**  
**Sample Corporate Sponsorship Agreement**

**Terms and conditions:** THIS AGREEMENT is made and effective as of \_\_\_\_\_, between the CHOOSE AN ITEM, a CHOOSE AN ITEM (hereinafter referred to as "City"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "Sponsor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

The City grants to the Sponsor the non-exclusive sponsorship rights set out in this agreement.

**1. Payment:** I, as the representative of the Sponsor, understand full payment must be received at the following address, as indicated in the brochure, in order to receive recognition: **City of Temecula, 41000 Main Street, Temecula, CA 92590.**

**2. Term:** This Agreement shall be effective from the date first set forth at signature of agreement, through the event at the end of the day. **[Insert Date].**

**3. Event Date:** The event will be held rain or shine on **[Insert Date].**

**4. Sponsor Licensed Marks:** Sponsor grants, a limited, non-exclusive license to the City to use Sponsor's name, logo, service marks and trademarks solely for the purpose of including Sponsor in listings and descriptions of the City event Sponsors during the term of this Agreement. The City shall not sub-license, transfer or assign the use of the Sponsor Licensed Marks to any person or entity without the prior consent of Sponsor.

**5. Sponsor/Benefits Payment:** Sponsor shall receive the **[Insert Sponsorship Level, e.g. Gold Level status]** set forth in **[Insert Name of Program, e.g. Winterfest Sponsorship Application Packet]**, attached hereto and incorporated herein as though set forth in full. Sponsor shall pay its sponsorship donation on or before **[Insert Date]**. Failure to pay any portion of the sponsorship donation by the above due date may result in the forfeiture of Sponsor's sponsorship benefits. The City requires Sponsor to provide written documentation to support the value of any in-kind donation prior to accepting such donations as credit towards Sponsor's sponsorship donation.

**6. Sponsorship Cancellation:** Neither Sponsor nor the City shall be responsible for damages that result in delays or postponements of the City event due to circumstances beyond their reasonable control. In the event that the City event does not take place, Sponsor's sponsorship fee as set forth above shall be treated as a donation to the City and shall not be refunded.

**7. Relationship of Entire Agreement:** The parties in this Agreement have no legal relationship other than as contracting parties to this Agreement. This Agreement represents the entire Agreement between parties and supersedes any prior understandings or agreements.

**8. Notices:** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: CHOOSE AN ITEM  
41000 Main Street  
Temecula, CA 92590

**To Sponsor:** **Company Name** \_\_\_\_\_  
**Attn:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**9. Assignment:** The Sponsor shall not assign the rights on the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Sponsor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Sponsor.

**10. Termination:** The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Sponsor at least forty-eight (48) hours prior written notice.

If **this** Agreement is terminated, the City shall refund any donation made by Sponsor within ten (10) days of termination date.

**11. Amendments to the Agreement:** Any amendment to this Agreement shall only be valid if the amendment is in writing and signed by both parties.

**12. Prohibited Interests:** No officer, or employee of the City that has participated in the development of this Agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Sponsor, or Sponsor's sub-Sponsor for this project, during his/her tenure or for one year thereafter. The Sponsor hereby warrants and represents to the City that no officer or employee of the City that has participated in the development of this Agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Sponsor or Sponsor's sub-Sponsor on this project. Sponsor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**13. Governing Law:** The City and Sponsor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**14. Authority to Execute This Agreement:** The person or persons executing this Agreement on behalf of Sponsor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Sponsor and has the authority to bind Sponsor to the performance of its obligations hereunder. The **City Manager** is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) agreement termination.

I have read, understand and agree to the Corporate Sponsorship Program terms and conditions (above).

\_\_\_\_\_  
Sponsor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Temecula Signature

\_\_\_\_\_  
Date